

Southeastern CC

Higher EA

7/1/2005 6/30/2008



**2005 - 2006**

**BARGAINING AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES OF SOUTHEASTERN COMMUNITY COLLEGE**

**AND**

**SOUTHEASTERN COMMUNITY COLLEGE HIGHER EDUCATION ASSOCIATION**

**FY 06, FY07 & FY08**

**July 1, 2005 - June 30, 2006**

Revised 05/05

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- A. Grievance Form
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# DEFINITIONS:

As used in this Collective Bargaining Agreement:

**FULL-TIME EMPLOYEE** – All full-time salaried faculty including Counselors, Academic/Veterans Advisor/Placement Specialist, Academic and Minority Student Advisor/Placement Specialist, Academic Advisor, Activities/Athletic Coordinator, Librarians, Certified Media Personnel, Certificated Learning Center Personnel, Division Heads, Program Coordinators, and Athletic Director who is under contract for the number of days established by the Board for salary schedule negotiations, with no less than a full-time assignment load will be a full-time employee. This also includes personnel employed after the opening of any semester or session when the position is indicated as full-time under the above criteria and the position is intended to be continued.

**REGULAR PART-TIME SALARIED EMPLOYEE** - Any salaried faculty including counselors, librarians, certificated media personnel, certificated learning center personnel, division heads, program coordinators, and athletic director who is under contract for the number of days established by the Board for salary schedule negotiations, with less than a full-time assignment load will be a regular part-time salaried employee. This also includes personnel employed after the opening of any academic semester or session the position is indicated as part-time under the above criteria and the position is intended to be continued.

**WORKING DAYS** - Any calendar day on which college offices are open excluding Saturdays and Sundays and vacation days as defined in Article 27 Vacations.

## 1. **RECOGNITION**

**1.1** This Agreement made and entered into between the Board of Trustees of Southeastern Community College (Merged Area XVI) organized under the provisions of the Iowa Code, Chapter 260C, hereinafter referred to as the "Board", and the Southeastern Community College Higher Education Association, as organized under provisions of the Iowa Code, Chapter 20, hereinafter referred to as the "Association", an affiliate of the Iowa Higher Education Association, the Iowa State Education Association, and the National Education Association.

**1.2** Whereas, the Public Employment Relations Board has certified (Case #373), Amended and Clarified (Case #5384) that the Association represents the bargaining unit composed of all full-time and regular part-time salaried faculty, including counselors, academic/veterans advisor/placement specialist, academic and minority student advisor/placement specialist, academic advisor, activities/athletic coordinator, librarians, certified media personnel, certificated learning center personnel, division heads, program coordinators, and athletic director hereinafter referred to as "employee". Excluded are the President, Program Supervisors, school nurses, all part-time hourly faculty, and all other employees excluded by Section 4. Of the Public Employment Relations Act.

## **2. GRIEVANCE PROCEDURE**

### **2.1 Definitions**

**(1) Grievance**

A grievance is a claim by an employee, a group of employees, or the Association that there has been a misinterpretation, misapplication, or alleged violation of any provision of this agreement.

**(2) Aggrieved Person**

An aggrieved person is the person or persons or the Association making the complaint.

### **2.2 Purpose**

The purpose of this procedure is to secure, at the lowest possible grievance level, solutions to grievances, which may arise, affecting employees.

### **2.3 Procedure**

**(1) Time Limits**

A grievance must be implemented at Level One (defined below) within fifteen (15) college open office days from the occurrence of the grievance situation or within fifteen (15) college-open office days from the time the grievance might reasonably have been ascertained to have occurred, and no later than fifteen (15) days after the expiration date of this agreement.

**(2) Collective Bargaining Agreement Expiration Grievance**

In the event a grievance is filed and at such time that it cannot be processed through all the steps in this grievance procedure by the conclusion of this Collective Bargaining Agreement, and if left unresolved until the beginning of a new Collective Bargaining Agreement, it could result in irreparable harm to the aggrieved or the Association, the time limits set forth herein shall be reduced so that the grievance procedure can be completed prior to the conclusion of this Collective Bargaining Agreement, or within a maximum of thirty (30) calendar days thereafter.

**(3) Level One - Immediate Supervisor**

An employee with a grievance will first discuss the matter with his or her immediate supervisor with the objective of resolving the matter informally. The immediate supervisor will reply orally, and in writing to the aggrieved person, if requested by the aggrieved person.

**(A)** Within two (2) college open office days after completion of Level One requirements, any aggrieved person may invoke the formal grievance procedure with a written statement of the grievance, naming the aggrieved employee, stating date of occurrence, stating facts giving rise to the grievance, identifying specific section(s) of this agreement alleged to be misinterpreted or misapplied, stating the contention of the aggrieved employee with respect to the agreement section, indicating the relief requested and signed by the aggrieved employee of the form set forth in Appendix A.

## **2. GRIEVANCE PROCEDURE continued**

- (B) The written statement shall in no way limit the scope of evidence at succeeding levels of this grievance procedure. The grievance form shall be available at each campus. A copy of the completed grievance form shall be delivered to the appropriate vice president/dean/director and Human Resources Director.

### **(4) Level two - Campus Director or Other Appropriate Vice President/Dean/Director**

The vice president/dean/director, after a meeting with the aggrieved, and no more than three (3) association representatives, shall indicate his or her disposition of the grievance in writing within five (5) college open office days of the presentation of the formal grievance and shall furnish a copy thereof to the Association President. If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) college open office day period, the grievance shall be advanced to Level Three procedures within two (2) college open office days.

### **(5) Level Three – Director for Human Resources**

- (A) The Director for Human Resources shall meet with the aggrieved person and no more than four (4) association representatives within five (5) college open office days of receipt of grievance. Within ten (10) college open office days of receipt of the grievance, the Director for Human Resources shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the Association President.
- (B) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Director for Human Resources or if no disposition has been made within ten (10) college open office days of receipt of the grievance, the aggrieved person or the Association may advance the grievance to Level Four procedures.

### **(6) Level Four - Arbitration**

- (A) Arbitration may only be invoked with approval of the Association, and in the case of an employee grievance, only with the approval of the employee. Therefore, if the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the time limits specified, the aggrieved person, in the case of an employee grievance, shall meet with the Association within five (5) college open office days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.
- (B) If the Association, in the case of an association grievance, or employee and Association, in the case of an employee grievance, determine that the grievance is meritorious, the grievance may be submitted to arbitration, such submission shall be within ten (10) college open office days of the disposition of the grievance at Level Three.

## **2. GRIEVANCE PROCEDURE continued**

- (C) Within ten (10) college open office days after written notice by the Association to the Director for Human Resources of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtaining a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of three (3) arbitrators, and the parties shall determine, by lot, which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) College open office days, and the other party shall have one (1) additional college open office day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.
- (D) The arbitrator, so selected, shall confer with the representative of the Board and the Association, issue subpoenas, and hold hearings promptly and shall issue the arbitration decision not later than fifteen (15) college open office days from the date of the close of the hearings, or from the date final statements and proofs on the issues are submitted, whichever is later. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision over disputes on interpretation and application of this agreement shall not change or amend this agreement's terms, conditions or application or cover issues beyond the terms of this agreement, and the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (E) The costs of the services of the arbitrator, including per diem expenses, if any, actual and necessary travel, and the subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### **2.4 Rights of Employees to Representation**

#### **(1) Employee and Association**

Any aggrieved person may be represented at all stages, except Level One of the grievance procedure by himself/herself, and/or by a representative of the Association. When an employee is not represented by the Association, other than Level One, the Association's representatives shall have the right to be present at Levels Two, Three and Four and shall have the right to grieve any adjustments of the employee's complaint if such adjustment is inconsistent or contrary to the provision of this agreement.

#### **(2) Released Time**

When it is required by the Board or arbitrator for an aggrieved person or an Association representative to meet with the Board's designees or an arbitrator, regarding a grievance during contracted duty time, the aggrieved person and representative shall be released from regular duties without loss of compensation.

## **2. GRIEVANCE PROCEDURE continued**

### **2.5 Miscellaneous**

**(1) Group Grievance**

If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Director for Human Resources directly, and the processing of the grievance shall commence at the lowest level deemed appropriate by either one of the two parties. The Association may process such a grievance through the appropriate grievance procedure levels.

**(2) Written Decisions**

Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted within timelines specified by hand delivery or regular mail to the Association President, and in the case of an individual employee grievance, also to said employee.

**(3) Meetings and Hearings**

All meetings and hearing under this procedure shall be conducted in closed session and shall include only witnesses, aggrieved and their designated or selected representative heretofore designated in this Article.



### **3. DUES CHECKOFF**

#### **3.1 Authorization**

Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Vice President of Administrative Services on or before October 15, a request authorizing payroll deduction of Association membership dues. The form of the request shall be set forth in Appendix B.

#### **3.2 Regular Deduction**

Pursuant to the Association membership dues check off request, the Board shall deduct one-twenty-third (1/23) of total Association membership dues from the regular salary check of the employee each semimonthly pay period, beginning with the last October payroll check and ending with the last September payroll check.

Employees leaving the College's employment may terminate the dues check off pursuant to Iowa Code Section 20.9.

#### **3.3 Duration**

Such authorization shall continue in effect from year to year unless prior revocation is made in writing by a thirty- (30) day notice to the Vice President of Administrative Services. The Vice President of Administrative Services shall immediately notify the Association of any revocation.

#### **3.4 Transmission of Dues**

The Board shall transmit to the Association, the total monthly Association membership dues check off within five (5) open office days after each regular pay period and a listing of the employees for whom deductions were made.

#### **3.5**

In the event there is a change in any continuing member's total membership dues, notification will be given by the Association Treasurer to the Vice President of Administrative Services on or before October 15 of any college year.

#### **3.6 Hold Harmless Agreement**

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or any other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for Association membership dues check off.

## **4. HEALTH**

- 4.1** In order to assure the physical and mental fitness of employees, the following requirements are established:
- 4.2** New employees, at the discretion of the Director for Human Resources may be required to present a Licensed Physician's statement certifying the new employees' physical and mental fitness to effectively carry out contractual responsibilities. Cost for the fitness examination shall be borne by the new employee.
- 4.3** The Supervising Vice President/Dean/Director may require a Licensed Medical Physician's statement certifying an employee's physical and mental fitness to effectively carry out contractual responsibilities when in the Supervising Vice President/Dean/Director's judgment, such an examination is relevant to an employee's performance status. If this statement is not filed with the President within a reasonable time of the request by the Supervising Vice President/Dean/Director, the employee shall be suspended from duties with loss of pay. The employee shall select an appropriately qualified examining Iowa Licensed Medical Physician, and the Board shall pay the cost of the examination.
- 4.4** The Board and the Association agree that properly ventilated instructional areas are desirable. Therefore, the Board agrees that reasonable effort will be made to maintain ventilating equipment, for instructional areas, in optimum working condition. Further, the Board agrees to make reasonable efforts to improve ventilation in those instructional areas where temperatures exceed 85 degrees Fahrenheit when employees are present.
- 4.5** At the time of orientation, new employees will be advised that a Blood borne Pathogens Exposure Control Plan has been established by the Board of Trustees. This plan is on file with the Director for Human Resources and a copy thereof is accessible and available upon request. The Board of Trustees and the Association have identified the following occupations as having occupational exposure by virtue of performing tasks, which place the employee at risk of routine contact with contaminated material:

Healthcare occupations program employees: nursing program instructors, medical technology instructor and EMT program related instructors.

## **5. SAFETY**

**5.1** In an attempt to assure the safety of employees in facilities under control of the Board, the following are established:

- (1) The Board will make reasonable effort to maintain safe working conditions for employees, and the Association will encourage employees to work in a safe manner. Employees, while performing assigned duties, shall be alert within reason to unsafe practices, equipment, and conditions and shall promptly report such to their immediate supervisor. Each employee has a responsibility for his/her own safety, an obligation to know safety rules and practices as promulgated by the Board, and a joint responsibility for maintaining safety practices of students. In case of emergency, no employee shall be required or expected to act in other than a reasonable manner in providing any first aid or other emergency assistance.
- (2) Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health or safety.
- (3) When required by administrative policy, the following items of safety equipment will be furnished by the Board at no cost to the employee so affected:
  - a. Safety glasses or goggles (non-prescription)-one set annually
  - b. Protective headgear - replace when damaged
  - c. Protective foot gear - one pair annually
  - d. Protective gloves - replace when worn out
  - e. Other protective clothing as required-reasonable use limits.

Any of the above items acquired using college funds shall only be used by the employee while engaged in contracted college duties.

## **6. EVALUATION PROCEDURES**

### **6.1 Annual Evaluations**

The annual evaluation procedures shall be used to monitor staff performance on a scheduled basis. As such, they are intended to provide an indication of possible individual staff strengths and areas for improvement.

#### **(1) General Procedures**

- (A) The Administration of all evaluative instruments is to be done under the direction of the Director for Human Resources. As great a degree of uniformity as possible will be observed among campuses in administering the student evaluation instrument with respect to those employees to whom student evaluation is applicable.
- (B) Completed evaluative instruments are to be treated as confidential information available only to those people involved in the evaluative process and those clearly identified by the supervising administrator as having a need for said information in the performance of his/her official duties.
- (C) Evaluative instruments will be number coded for identification purposes, whenever practical, thus safeguarding the identification of individual employee ratings to the greatest degree possible. Personnel having access to any such information will be thoroughly apprised on the confidentiality of such information.
- (D) Employees who are in their first three years of employment with S.C.C. will be evaluated no less than once per year. Employees who have been in continuous employment with S.C.C. more than three years will be evaluated no less than once every three years.
- (E) Evaluation instruments shall incorporate a Likert Scale containing five responses for each question to permit development of a statistical profile for each individual being evaluated in comparison to the institutional mean. In addition, Evaluation Instruments for ICN courses shall focus on the environment and the technology of the classrooms.

#### **(2) Specific Procedures for Evaluation**

##### **(A) Student Evaluation**

1. Instruments may be administered any time after the mid-point of the semester. If the instructor to be evaluated teaches a course(s), which is only offered during one session, it is recommended that course(s) is included among those in which the instructor is evaluated. Variations in the evaluation schedule may be made for those classes, which will not be conducted on campus at the time other classroom evaluations are scheduled.
2. At least one week in advance of the time of administering the student evaluation instrument, the Director for Human Resources will provide the employee with a written statement of the date, time and classes to which the instrument will be administered. If said schedule conflicts with planned classroom activities, the employee will immediately so inform the Director for Human Resources and a mutually agreed to revision will be made.
3. The student evaluation instrument will be administered by the supervising Vice President/Dean/Director or a designee thereof. In no case will the employee being evaluated administer the student evaluation instrument.

## **6. EVALUATION PROCEDURES continued**

4. Summaries of the results of student evaluation responses will be distributed by the Director for Human Resources upon completion of the summaries to the following persons:
  - (a) One copy given to the employee
  - (b) One copy to the immediate supervisor
  - (c) One copy to the Director for Human Resources for inclusion in the employee's personnel file.
5. Technical service librarians and media coordinators shall be excluded from student evaluations.
6. The Academic/Veterans Advisor/Placement Specialist, Academic and Minority Student Advisor/Placement Specialist, Academic Advisor, and Activities/Athletic Coordinator shall be excluded from student evaluations.

### **(B) Mentoring**

Each new faculty member will be assigned an instructional colleague at the beginning of his or her employment. This colleague will assist in orientation of the new employee. The probationary employee will meet with the Vice President of Educational Services or Dean prior to the third week of the probationary employee's first semester of employment to select a team of two non supervisory instructional colleagues who will be asked to serve as a mentoring team. The Instructional Colleague assigned to the new employee may or may not be one of the members of the team. Selection may be made on an institution-wide basis, including retired staff. The mentoring team will meet with the probationary faculty member a minimum of three times during the first semester or session of employment. During the next three semesters of probationary status, the mentoring team shall meet as many times as the probationary teacher and the mentoring team deem necessary. The mentoring team shall provide a log of meetings to the immediate supervisor, the Dean, the Vice President of Educational Services and the Director for Human Resources at the end of each semester. The evaluation of probationary faculty will exclude input from the mentoring team.

1. The Academic/Veterans Advisor/Placement Specialist, Academic and Minority Student Advisor/Placement Specialist, Academic Advisor, and Activities/Athletic Coordinator shall be excluded from the mentoring procedure.

### **(C) Administrative Evaluation**

1. Instructors to be evaluated will be evaluated by their immediate supervising Vice President/Dean/Director and/or his/her designee.
2. The Academic/Veterans Advisor/Placement Specialist, Academic and Minority Student Advisor/Placement Specialist, Academic Advisor, and Activities/Athletic Coordinator will be evaluated by the Division Director and/or his/her designee.
3. Prior to the end of March of each academic year, the supervising Vice President/Dean/Director and/or his/her designee will have a conference with each individual employee evaluated. Results of the student and administrative evaluations will be used as a basis for discussion during the administrative/employee conference.

## **6. EVALUATION PROCEDURES continued**

### **6.2 Procedures For Other Than Annual Evaluations**

#### **(1) Supplemental**

- (A) Where the formal evaluation procedures indicate below standard performance concerns that may require more detailed evaluation or where employee performance indicates immediate evaluation procedures are desirable, then the supervising Vice President/Dean/Director and/or his/her designee may evaluate the employee, after giving notice of the intended evaluation to the President of the Southeastern Community College Higher Education Association, by the following method(s) as they pertain to below standard performance as identified in the Annual Evaluation procedure:
1. Classroom and/or other work station visitations.
  2. Determination of the employee's adherence to contract terms.
  3. Collecting, evaluating, and substantiating information from students, peers, and administrators responsible for delegated duties.
  4. Conferences with the employee.
  5. Other appropriate evaluation procedures.
- (B) Prior to the implementation of supplemental evaluation procedures, the Vice President/Dean/Director and/or his/her designee will give the employee written notice of:
1. The reason for supplemental evaluation.
  2. The date from which supplemental evaluation procedures will be in effect.
  3. The period of time over which supplemental evaluation may take place.
  4. The supplemental evaluation procedures listed in 6.2 (1) to be used and the method of their implementation.
  5. If applicable, the availability to select a mutually agreeable team of mentors. The mentoring team will be appointed and perform as defined in paragraph 6.1(2)(B).
- (C) The employee shall have the right to request and receive supplemental evaluations related to specific areas of concern, which were documented by the evaluator during annual or supplemental evaluation conferences. Such requests shall be made in writing to the supervising Vice President/Dean/Director and/or his/her designee, and identify the performance area in which supplemental evaluation is requested.
- (D) The results of any such evaluation, including specific concerns including recommendations for improvement of the employee's performance shall be put in writing by the supervising Vice President/Dean/Director and/or his/her designee and reviewed with the employee within ten (10) college open office days of the completion of evaluation or evaluations and a copy of same shall be made available to the employee. There shall also be a follow-up evaluation dealing only with the specific concerns designed to measure improvement or the lack thereof. A written report of this follow-up evaluation shall be reviewed and a copy given to the employee.

## **6. EVALUATION PROCEDURES continued**

- (E) The purpose of Supplemental Evaluation shall include the opportunity for remediation of those problems/concerns identified before and during the Supplemental Evaluation. The employee and the administration shall agree upon a plan of remediation which shall specifically identify those problems requiring remediation, the form of remediation and suggestions for achieving remediation, and the timeliness in which the remediation should occur. The administration shall make a reasonable attempt to assist the employee in complying with the remediation plan. For consideration of the administration in identifying a remediation plan, the administration may utilize outside resource persons to provide assistance.

### **(2) Probationary Instructors**

- (A) All probationary instructors, as defined by the Code of Iowa, will be evaluated as indicated in 6.1 - Annual Evaluations. They shall also be evaluated in accordance with the procedures identified in 6.2(A) 1, 2, 3 & 4; however, other appropriate evaluation procedures may be used provided an advance written notice is given to the instructor.
- (B) All probationary instructors, as defined by the Code of Iowa, shall be evaluated during the first year of employment by a minimum of three unannounced classroom or other duty related observations. After each observation, the supervising Vice President/Dean/Director and /or his/her designee, will meet with the instructor and review the observation. The instructor will be given a written summary of that meeting, including recommendations for items in need of remediation, if any. A copy of such evaluation summary shall become part of the instructor's evaluation file. There shall also be a follow-up evaluation dealing only with the recommendations regarding items in need of remediation. A written report of this follow-up evaluation shall be reviewed and a copy given to the employee.

### **6.3 Retention and Disposal of Evaluations**

- (1) All evaluation materials, including student evaluation summary forms, administrative evaluations and written comments, and supplemental evaluations and written comments, will be filed in the employee's personnel file located in the Human Resources Office.
- (2) The employee shall have the right to include his/her written comments related to evaluative information located in his/her personnel file.
- (3) Availability of Records. The employee shall have access in the presence of the Director for Human Resources or designee, to the evaluation records in his/her personnel file during regular office hours. The Director for Human Resources or his/her designee shall make access available in a reasonable and timely manner.
- (4) The supervising Vice President/Dean/Director and/or his/her designee may retain a duplicate evaluation file until after completion of the next annual evaluation conference or until matters related to supplemental evaluation are completed, at which time, they shall be destroyed in a manner insuring confidentiality.
- (5) When results of any evaluation for a given year, or employee comments thereon, are retained in his/her personnel file, the other evaluations and/or employee comments for that year also shall be retained.
- (6) Data collection forms may be disposed of after review of the summary sheet with the employee.

## **7. SENIORITY**

**7.1** Separate seniority lists will be established and maintained for faculty personnel and the Academic/Veterans Advisor/Placement Specialist, Academic and Minority Student Advisor/Placement Specialist, Academic Advisor, and Activities/Athletic Coordinator. Each list shall be updated as of June 30th of each year or at such time as is appropriate to break a tie. The seniority lists as developed becomes a part of this agreement.

### **7.2 Credit**

- (1) Accumulating credit for seniority calculations shall be given for each year of whole or prorated employment.
- (2) A whole year of employment is defined as, and occurs when an employee is under a contract for duty for the number of days considered as full-time for that particular year. Prorated employment is when an employee is under a contract for the number of days considered full-time for that particular year. However, seniority is calculated at a percentage full-time load as indicated in the employment contract. No more than one (1) year credit will be given for any employment contract.

### **7.3 Ranking of New Employees**

- (1) The signing date of the contract by the employee will define seniority ranking for new employees only.
- (2) If the signing date creates a tie, then the tie will be decided by lot as follows:
  - (A) Slips of paper with names of employees tied for a seniority rank shall be placed in a container by the Director for Human Resources.
  - (B) The SCCHEA President shall draw the slips from the container.
  - (C) The first drawn slip shall receive the priority seniority rank. The drawing shall continue with successive draws determining the priority rank.

### **7.4 Ranking Of Present Employees**

- (1) Current employees shall accumulate seniority calculation credit on the proper seniority list for the year prior to this agreement as described in 7.2(1) and 7.2(2) which accumulation will be added to the credit indicated on the prior year seniority list and then would become the seniority list covered by this Agreement. If this upward move in credit creates a tie, the employee moving up to create the tie will be ranked lower than the employee who first obtained the higher rank.
- (2) Seniority, as defined herein, shall apply only to this Agreement and only when so stipulated in a particular clause of this Agreement.

### **7.5 Reassignment to Bargaining Unit**

- (1) An employee, leaving a bargaining unit position to assume another college staff position, shall lose only bargaining unit seniority after five (5) years in a non bargaining unit position. After five years, all seniority shall be lost.
- (2) An employee, returning to a bargaining unit position from another college staff position within five (5) years, will maintain the same credit as that held when he/she left the bargaining unit position, plus the seniority, which would have been earned if the employee had remained in a bargaining unit position. However, a returning employee shall have the lowest rank of all bargaining unit employees with the same credit.
- (3) An employee, returning to a bargaining unit position after five (5) years, shall be ranked in the same manner as a new employee.



## **8. PROCEDURES FOR STAFF REDUCTION**

- 8.1** Staff reduction shall be defined as a reduction in force in any discipline, program, service area, or combination of same based upon economically motivated considerations, which may include, but not necessarily limited to:
- (1) Insufficient funds.
  - (2) Changing enrollment.
  - (3) Efficiency in operations.
- 8.2** The administration, prior to making a recommendation for a reduction in force (RIF) in any discipline, program, service area or combination of same, will consider the following factors:
- (1) Needs of the curricular offering and/or services such as the potential to offer the curricula on the ICN.
  - (2) Students/staff ratios.
  - (3) Enrollment data.
  - (4) Appropriate financial information.
  - (5) Any other information deemed by the Administration to be pertinent.
- 8.3** Part-time hourly staff and instructional positions and course offerings originating outside of Southeastern Community College on the ICN/Internet will be eliminated within a discipline, program or service area in which retrenchment is to be made before full-time positions or regular part-time positions at either campus. Within a given discipline, program, service area, or combination of same, the employee whose position is being reduced shall be the least senior employee who is certified and approved to perform the assignment contemplated no later than the date set forth in the Iowa Code Chapter 279.15. for the subsequent school year.
- (1) The Academic/Veterans Advisor/Placement Specialist, Academic and Minority Student Advisor/Placement Specialist, Academic Advisor, and Activities/Athletic Coordinator shall be excluded from this procedure for staff reduction.
- 8.4** The administration recommendation for personnel reduction shall be presented to the College Board. Personnel affected by a reduction action will be terminated in accordance with Section 279.15 or compatible with terms specified within his/her individual contracts. Notice to the individual shall be a written statement of the reasons for his/her reduction, which shall be based upon the procedures of 8.1-8.3 above.
- 8.5** An employee terminated due to reduction in force (RIF) shall have priority, as defined in the seniority provision of this agreement, for employment with the college in a position he/she is qualified for according to the Board Approved Quality Faculty Plan or by reason of relevant skill and experience if Board Approved Quality Faculty Plan approval is not required for the position. The Board's obligation to the terminated employee for priority in employment terminates under any one of the following:
- (1) Two years elapse from date of RIF action.
  - (2) The terminated employee no longer meets the Board Approved Quality Faculty Plan requirements.
  - (3) The terminated employee waives in writing his/her right to priority in employment.
  - (4) The terminated employee does not accept a contract for employment extended by the Board when, by Board Approved Quality Faculty Plan requirements, the terminated employee is qualified and the contract is full-time or the same proration of full-time as under the terminated contract.
- 8.6** The Board shall notify each reduced employee for a period of two years from RIF action of all full-time or regular part-time salaried vacancies for which the retrenched employee is qualified as indicated by Board Approved Quality Faculty Plan requirements on file with the Director for Human Resources. This notification shall be in writing and mailed to the address on file with the Director for Human Resources.
- 8.7** The reduced employee, who is re-employed by the Board within two years following RIF action, shall retain all rights, benefits, and salary classification which the employee enjoyed at the time of reduction unless modified by succeeding Collective Bargaining Agreements.

## **9. TRANSFER PROCEDURES**

### **9.1 Definition**

The change of an employee's primary campus of assignment to a different campus shall be considered a transfer.

### **9.2 Notification of Vacancies (Voluntary Transfers)**

As positions become available, they will be posted.

### **9.3 Filing Requests (Voluntary Transfers)**

#### **Procedure**

- (1) Employees who desire to transfer to another campus to instruct on the ICN, or another college location shall file on or before August 31 of each year a written statement to that effect with the Director for Human Resources. The written request shall clearly state the campus to which the employee desires to transfer and/or the ICN courses the employee requests to teach. A written response to this request shall be provided to the employee in a timely manner. This request shall be deemed to expire on June 30th of each year.
- (2) When an opening occurs at the campus or other college site requested for which the employee is licensed, the employee shall be notified.
- (3) Requests for transfer to another campus or other college site must be filed with the Director for Human Resources prior to posting of the notice of the job opening.

### **9.4 Notice**

Notice of transfer shall be given in writing to Iowa Code Chapter 279 employees as soon as practical and in no case later than March fifteenth (15th) of the year covered by this agreement, a 30 day notice for all non-instructional employees.

### **9.5 Transfer Decision Procedures (Involuntary Transfer)**

The administration, in making a decision related to the involuntary transfer of personnel, will consider the following factors:

- (1) Employee's certification requirements according to the Board Approved Quality Faculty Plan
- (2) Major and minor fields of study
- (3) Length of service at a particular campus
- (4) Instructional needs
- (5) Employee's welfare

### **9.6 Employment Status Procedure**

The transfer of an employee shall not change the application of employment status in regard to placement on the salary schedule, fringe benefits, seniority, and accumulated benefits.

## **10. IN-SERVICE TRAINING/STAFF DEVELOPMENT**

- 10.1** A faculty development committee shall be established. The committee shall consist of six (6) members, three to be members of the Certified Employee Bargaining Unit appointed by the Association President, and three members of the Administration or Certified Employee Bargaining Unit to be appointed by the College President.
- 10.2** The committee shall elect a chairperson and a secretary. Of these two officers, one shall be a member appointed by the Association President and the other shall be a member appointed by the College President.
- 10.3** The faculty development committee shall hold meetings once per semester or at such other times as may be agreed to by the committee.
- 10.4** The purpose of the committee shall be to make recommendations regarding the structure and content of faculty specific in-service training to be held either during institution-wide in-service days or faculty only sessions. The committee chairperson shall forward such recommendations to the College President and Association President.

# **11. PERSONAL ILLNESS OR INJURY LEAVE**

## **11.1 Full-time Employees**

- (1) As of the starting date of their contract, full-time employees shall be granted leave of absence for personal illness or injury with full pay as follows:

1st year of employment -	One day for each full 15 duty days
2nd year of employment -	One day for each full 14 duty days
3rd year of employment -	One day for each full 13 duty days
4th year of employment -	One day for each full 12 duty days
Each successive year	One day for each full 11 duty days

- (2) Unused days shall accumulate to a maximum of 3/4 the number of days of annual employment.

Example:

170 day contract	128 days
186 day contract	139 days
211 day contract	158 days

## **11.2 Dispensation of Sick Leave Days at Half Pay:**

Employees who have accumulated sick leave days at half pay as of June 30, 1995, may elect to keep these days at half pay or may elect to convert these days at half pay to sick leave days at full pay at the conversion rate of two half paid days to one full paid day up to the maximum days listed in 11.1 (2).

## **11.3 Regular Part-time Salaried Employees**

Regular part-time salaried employees will earn personal illness and injury days in direct proportion to the prorated assignment, as designated on the signed contract, and calculated to the nearest whole day for whole days and nearest half day for half days. Proportion shall be based upon the schedule as established in section 11.1 above.

## **11.4 Notification of Supervisor**

Whenever possible, the employee shall notify his/her supervisor prior to an illness absence regarding the date of commencement, reason and duration of leave.

When an employee experiences an illness or injury which they have reason to believe will require an extended absence from their assigned duties, they shall be expected to notify their supervisor as soon as practical given their condition. At that time they will be expected to share the best medical information they have as to the anticipated length of absence they can expect due to their illness or injury. They shall also be expected to update their supervisor periodically on the progress of their recovery if there is any reason to expect that they may not be able to return by the date originally anticipated.

When such an extended absence occurs, employees shall also cooperate, to the extent reasonable given their condition, in helping their supervisor coordinate the arrangements for substitutes and/or continuation of the workload to be performed in the employee's absence. This shall be especially important in the case of faculty employees, whose cooperation is vital in maintaining the continuation of instruction to the students by qualified substitutes. Every effort should be made to provide the substitutes with the material necessary for the maintenance of instruction in the employee's absence, such as syllabi, grades, progress notes and instructions.

Unreasonable demands will not be made upon the employee during their absence, and due consideration shall be given to the employee's condition in making any requests.

## **11. PERSONAL ILLNESS OR INJURY LEAVE continued**

### **11.5 Requirement for Physician's Report**

Employees absent from duty for more than five consecutive days shall provide a Work Release from a licensed Physician. This Work Release shall be presented to the employee's immediate supervisor who shall forward copies to the division Vice President/Dean/Director/Officer, Human Resources Office, and Business Office (Payroll). Employees absent from duty without the Work Release shall be considered Absent without Leave unless the employee is hospitalized as verified by the immediate supervisor. The supervisor shall be responsible to inform the employee of the requirement for a Work Release after the employee has been absent for three consecutive days. The Work Release shall indicate the specific dates of the release from duty. When the Work Release expires, a new Work Release shall be required if the employee is not returning to work under the orders of the physician.

The absent employee shall not be allowed to return to work under a Work Release arising from a Workers Compensation case or a hospitalization without a Release to Return to Work from a licensed physician. The Release to Return to Work shall indicate the specific date the employee is allowed to return and any limitations regarding the employee's abilities or reduced hours, and in the case of limitations, the date of the next physician's appointment for review of the limitations. The Release to Return to Work shall be presented to the employee's immediate supervisor who shall forward copies to the Human Resources Office and the Business Office (Payroll).

If there is a request by the Director for Human Resources for additional information from the employee's physician regarding the necessity for the absence or continued absence, probable length of time for recuperation before resumption of work, and physical and mental fitness to resume temporary assignment or limited work and other matters relating to employment, the Board will reimburse the employee for this report. If the Director for Human Resources requires a reexamination and report by a physician other than the employee's physician, the cost of such reexamination and report will be paid by the Board.

### **11.6 Nonpaid Sick Leave**

When the accumulated paid illness and injury leave is exhausted, the employee will continue on such leave without pay until the College President determines, through a licensed physician's report, the ability of the employee to assume either a temporary assignment, if available, or return to his/her regular assignment.

### **11.7 Pregnancy and Childbearing**

Absence or leave due to employee's pregnancy and childbearing will be processed as a personal illness or injury leave at the option of the employee.

### **11.8 Notification of Accumulation**

Employees shall be given a copy of a written accounting of accumulated sick leave days with the first paycheck under his/her contract.

### **11.9 Supplemental Only To Other Insurance Coverage**

In no case shall the College's payment under this personal illness or injury leave be more than the employee's per diem salary. This leave payment shall only supplement a Workmen's Compensation Insurance, Long-Term Disability Insurance or combination benefit up to the per diem salary. To supplement the insurance benefit(s), the illness or injury leave accumulation shall be used to the nearest one-half full-paid day or one-half day at half pay that will pay the per diem salary in full.

### **11.10 Any payment of accumulated Personal Illness or Injury leave authorized by legislative enactment to be paid to the employee upon termination of employment, shall be no more than the minimum amount required for accumulation by 279.40 Code of Iowa, and further, shall not include the one-half (1/2) paid days accumulation.**

## **12. DISCRETIONARY LEAVE**

### **12.1 Employees On One Hundred Seventy (170) Base Duty Day Employment Contract**

Professional employees may be granted three (3) days leave of absence for any reason deemed by the employee to be a justifiable reason for absence from duty. However, the employee, in making this decision, should give consideration to the educational and related commitments to students. Said leave is not cumulative. Except in cases of emergency, request for such leave must be made to the Director for Human Resources or his delegated representative at least three (3) college open office days in advance of the absence in order that the effective operation of the College is not jeopardized. Reasonable restrictions may be imposed by the Director for Human Resources when in his opinion the college operation is being jeopardized. Up to three (3) days per year without deduction of salary must be granted. Salary deductions at a per diem rate will be made for any such leaves granted in excess of three (3) days annually. Except in case of emergency, the administration retains the right to approve or disapprove any discretionary leave request for the first or last week (five (5) college open office days) of each school term (quarter or semester), or the college open office day before or after a holiday as defined in Article 26, and/or vacation period as defined in Article 27, or in excess of three (3) days per year.

### **12.2 Employees On One Hundred Eighty Six (186) Base Duty Day Employment Contract**

Professional employees may be granted four (4) days leave of absence for any reason deemed by the employee to be a justifiable reason for absence from duty. However, the employee, in making this decision, should give consideration to the educational and related commitments to students. Said leave is not cumulative. Except in cases of emergency, request for such leave must be made to the Director for Human Resources or his delegated representative at least three (3) college open office days in advance of the absence in order that the effective operation of the college is not jeopardized. Reasonable restrictions may be imposed by the Director for Human Resources when in his opinion the College operation is being jeopardized. Up to four (4) days per year without deduction of salary must be granted. Salary deductions at a per diem rate will be made for any such leaves granted in excess of four (4) days annually. Except in case of emergency, the administration retains the right to approve or disapprove any discretionary leave request for the first or last week (five (5) college open office days) of each school term (quarter or semester), or the college open office day before or after a holiday as defined in Article 26, and/or vacation period as defined in Article 27, or in excess of four (4) days per year.

**12.3** Employees may use up to four (4) hours of leave annually in one-hour increments for situations, which may not warrant the use of a one-half (1/2) day. The remainder of the discretionary leave must be used in ½ day increments. This leave must be approved in advance if classroom instruction time will be missed, except in case of an emergency.

**12.4** For purposes of this Article, the year shall be considered to start with the conclusion of any regular or extended contract. Any change in the length of the contract period occurring during the contract year shall reflect the appropriate number of discretionary days. A reduction in the number of discretionary leave days available to any employee shall not apply to days utilized prior to a change in the length of the contracted period.

**12.5** Regular part-time salaried employees will receive the amount of discretionary leave in direct proportion to the pro-rated assignment as designated on the signed contract and calculated to the nearest ½ day.

### **13. BEREAVEMENT LEAVE**

- 13.1** In case of death of the employee's father, mother, sister, brother, husband, wife, son, daughter, grandfather, grandmother, and comparable relatives of the spouse, the employee will be granted up to five (5) days of absence annually with full pay. Such leave shall not be charged against sick leave, nor shall it be cumulative.
- 13.2** In addition, up to two (2) days of absence annually with full pay shall be allowed to attend funerals of other relatives or close friends. Such leave shall be granted with full pay to the nearest one-half day and is noncumulative. For local funerals, such leave shall generally constitute only the time necessary to attend the funeral service.

## **14. EXTENDED PROFESSIONAL LEAVE OF ABSENCE**

### **14.1 Without Pay**

- (1) An employee may be granted a leave of absence without pay for the purpose of engaging in study at an accredited college or university or a valuable work experience for a period of not less than one semester nor more than one year. This leave may not be renewed more than one time, and the renewal may not be for a period of less than one semester nor more than one year. An employee on leave during the Spring semester must notify the Director for Human Resources by the first day of March in writing of his/her intent to reassume contractual duties at the College during the succeeding fiscal year, or his/her position will be declared vacant.
- (2) The Director for Human Resources may deny such leave for good cause such as, but not limited to, a well-qualified temporary replacement cannot be employed, similarly qualified employees are on extended leave, or the purpose will not create sufficient benefit to the College.
- (3) All employees granted leave under this policy who work more than 50% of their contract term at duties assigned under their contracts determined at the discretion of the PIC chairperson, shall be eligible for seniority and status that would have been earned if this leave had not been utilized. Employees granted leave under this policy who work 50% or less of their contract term shall not be eligible for seniority and status that would have been earned if this leave had not been utilized, however, the employee shall not lose any seniority and/or status as indicated at the time of commencing this leave.
- (4) In granting this leave, seniority shall be applied as the deciding factor when other criteria are equal.

### **14.2 With Pay**

- (1) An employee may be granted a leave of absence with pay for the purpose of engaging in study at an accredited college or university or a valuable work experience for a period of not less than one semester nor more than one year.
- (2) The College President shall have exclusive discretion and authority in granting this leave.
- (3) The employee shall agree, in writing, prior to commencing the leave to remain under continuing contract employment for one full contract year after the contract year in which this leave is granted for one semesters leave, for two full contract years after the contract year in which this leave is granted for two semesters leave, for three full contract years after the contract year in which this leave is granted for three semesters leave (semester is a fall, spring or summer term which is under contract) and further that if the employee does not fully meet the terms of this agreement, the employee shall repay all salary and fringes provided by the college while this leave was in effect.
- (4) All employees granted leave under this policy who work more than 50% of their contract term at duties assigned under their contract as determined, at the discretion of the PIC chairperson, shall be eligible for seniority and status that would have been earned if this leave had not been utilized. Employees granted leave under this policy who work 50% or less of their contract term shall not be eligible for seniority and status that would have been earned if this leave had not been utilized, however, the employee shall not lose any seniority and/or status as indicated at the time of commencing this leave.
- (5) It is desired that funding for this leave come from external sources if at all possible.



## **15. LEAVE OF ABSENCE FOR PROFESSIONAL DEVELOPMENT**

**15.1** Realizing the importance of quality performance on the part of employees, the Board encourages and supports realistic educational experiences for employees which are directed toward improving performance in his or her contracted duties. One important aspect of education is the attendance of appropriate personnel at workshops, seminars, conferences, institutes and professional meetings.

**15.2** Leave of absence with payment of regular salary shall be approved, within reason, by the Director for Human Resources or his/her delegated representative for an employee for attendance at such activities:

(1) If such activities are directed toward:

(A) The improvement of the qualifications for performance of the employee's contracted/anticipated duties;

(B) Upholding the interest of the college's educational program.

(2) And so long as it is mutually agreed between the employee and his/her supervising administrator that such absences are not seriously detracting from the performance of the contracted job assignment by said employee.

**15.3** The approval for such absence should be requested ten (10) days in advance and may be accompanied by a stipulation to pay any legitimately incurred expenses resulting from such attendance. The basis upon which such stipulation is to be made will be (1) available funds budgeted for travel and (2) the degree of value to be received by the College.

**15.4** In granting this leave, seniority shall be applied as the deciding factor only when other criteria are equal.

## **16. ILLNESS IN THE FAMILY**

Each employee shall be granted up to five (5) days per year of leave for illness of employee's spouse, child, son-in-law, parent, step parent, father-in-law, mother-in-law, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household, of such nature that the immediate presence of the employee is required during his/her working day.

The Director of Human Resources may require a licensed physician's statement verifying the illness of the employee's family member.

## **17. LEAVE OF ABSENCE FOR ASSOCIATION CONFERENCES, CONVENTIONS OR OTHER ACTIVITIES**

- 17.1** A maximum of twelve (12) employee days of paid leave shall be available during the term of this agreement to the Association President to be assigned among the bargaining unit members to attend conferences, conventions, or board meetings and other leadership capacity planning sessions of the state and national affiliated associations. The twelve (12) paid days shall be designated as to individual employee usage by the Association President. Such leave may be denied by the Director for Human Resources or his designee for good cause.

Assignment and use of this leave may also extend to travel between campuses for purposes of conducting Association Business. Usage of this leave for purposes of travel between campuses shall be limited to two (2) duty days, and may also be taken in half-day increments. The two days shall be assigned to Association members by the Association President. Such leave may be denied by the Director for Human Resources for good cause.

### **17.2 Association President Leave**

The Southeastern Community College Higher Education Association president shall be granted a 3 credit hour release time leave of absence with pay each semester during the year he/she is serving as president of the Association. In cases where the individual is not scheduled for a 3-hour course, a 2-hour or 4-hour reduction shall be provided. However, every attempt will be made to provide a total of a 6 credit hour reduction per year. This leave is contingent upon the Administration securing a satisfactory substitute for the instructor. If a satisfactory substitute cannot be found after a reasonable search, the Association can identify another officer for consideration. Notification will be given to the Director for Human Resources by February 1 each year of the individual the Association wishes to have considered for Association Officer Leave. No overloads will be permitted during the term a unit member is on Association Officer leave.

- 17.3** For purposes of this article, the year shall be considered to begin on September 1.

## **18. JURY DUTY**

- 18.1** Employees shall be excused by the Director for Human Resources with full pay for jury duty with the stipulation that any remuneration paid by the court for such duty, less travel allowance paid by the court, shall be deducted from the salary paid by the College.
- 18.2** If the absence of the employee from work would create a real hardship, the employee or the Director for Human Resources or both should request that the employee be excused from jury service.

## **19. MILITARY LEAVE OF ABSENCE**

Leave of absence shall be granted for active state or federal military service as provided under the Law.

Notice of use of this leave shall be provided to the employee's supervising Vice President/Dean/Director promptly after call to duty orders have been received.

## **20. GOOD CAUSE LEAVE OF ABSENCE**

**20.1** Extended leave of absence without pay may be granted in writing by the Director for Human Resources.

**20.2** All employees granted leave under this policy who work more than 50% of their contract term at duties assigned under their contract shall be eligible for seniority and status that would have been earned if this leave had not been utilized. Employees granted leave under this policy who work 50% or less of their contract term shall not be eligible for seniority and status that would have been earned if this leave had not been utilized. However, the employee shall not lose any seniority and/or status as indicated at the time of commencing this leave. Any employee on leave during the Spring semester must provide written notice to the Director for Human Resources by the first day of March of his/her intent to reassume contractual duties at the college during the succeeding fiscal year or his/her position will be declared vacant.

## **21. SUPPORT ACCOUNT FOR PROFESSIONAL IMPROVEMENT**

In order to assist the employees to pursue the earning of P.I.C. units and attend New Teacher Training Workshops, a Professional Improvement Support Account is established. The amount of this account for the period of this Agreement is twenty two thousand dollars (\$22,000.00) plus any unspent balance of the previous contract year's account, which is on a reimbursement basis upon successful completion of the activity. (Loan arrangements may be made when employee evidences such need.)

Application for use of this account shall be made to the Professional Improvement Credit Administrative Committee (see 23.7(4)) with the application forwarded to the Director for Human Resources at least five (5) college open office days prior to the proposed starting date of the activity which is to be supported by this account usage. The committee, under unusual circumstances, may waive this time limit.

The Professional Improvement Support Account may be used to support:

1. Tuition & Fees (includes registration)
2. Books and instructional materials
3. Travel (transportation, meals and lodging only)

The committee shall approve the usage of the above items as follows:

1. New Teacher Training Workshops (reimbursed through direct payment)
  - a. Tuition & Fees - actual
  - b. Books and instructional materials - actual
  - c. Travel - actual
2. Efforts Required to Gain Certification (reimbursed through payroll)
  - a. Tuition & Fees - actual
  - b. Books and instructional materials - actual
  - c. Travel - Committee shall determine amount.
3. Efforts Directly Related To Assigned Instructional Area (reimbursed through direct payment)
  - a. Tuition & Fees - Committee shall determine amount.
  - b. Books and instructional materials - Committee shall determine amount.
  - c. Travel - Committee shall determine amount.
4. Efforts Directly Related To New Instructional Area Assignment Administratively Requested (reimbursed through payroll)
  - a. Tuition & Fees - Committee shall determine amount.
  - b. Books and instructional materials - Committee shall determine amount.
  - c. Travel - Committee shall determine amount.
5. Efforts for Personal Improvement (not included in above categories) (reimbursed through payroll)
  - a. Tuition & Fees - Committee shall determine amount.
  - b. Books and instructional materials - Committee shall determine amount.

## **21. SUPPORT ACCOUNT FOR PROFESSIONAL IMPROVEMENT**

### **continued**

Items approved as Extended Professional Leave of Absence (Article 14) and Leave of Absence For Professional Development (Article 15) shall not be covered under the Professional Improvement Support Account, except for special cases, which may be approved by the Chairperson under those Articles for support under the Professional Improvement Support Account.

For reimbursement of approved expenditures, the employee shall meet "Final Evaluation Of Project" (23.7(7)). The employee shall submit receipts and mileage logs supporting the reimbursement claim to the Director for Human Resources. Reimbursement shall be made on items not considered as income through the regular college payable system at the next eligible accounts payable payment date. Items considered as income (payroll) shall be added to the employee's wages and included in the employee's gross pay for the next payroll period.

Other Conditions:

1. The maximum allocation to any one employee shall not exceed seven hundred fifty dollars (\$750.00)/per year. The Professional Improvement Credit Administrative Committee may waive the individual limit up to one thousand five hundred dollars (\$1,500.00) at its discretion.
2. The usage items (1-5 above) are not intended to represent a priority usage.
3. If there is an unallocated balance as of the end of the term of this Bargaining Agreement, that balance may be used to fund a cultural/professional improvement type program primarily to benefit the bargaining unit employees. The SCCHEA shall appoint a committee to develop the program. This committee shall include the President or designee. This cultural/professional improvement type program shall be held on a campus of Southeastern Community College unless exceptional reasons would require another location. The cultural/professional improvement type program shall be held during the period of September through April following the term of this agreement unless the unallocated balance is such that an effective cultural/professional improvement program cannot be effectively done and then the committee may continue the unallocated balance to the next September through April period.
4. Tuition and Fees as used in this article shall include any charges necessary for entrance into activities eligible under this article.
5. Members of the Professional Improvement Credit Administrative Committee shall remain from year-to-year.

## **22. FRINGE BENEFITS**

The College will provide the employee the fringe benefit plan outlined in this Article.

- 22.1** Employees shall be required to enter into an "Election to Participate" agreement with the College for the purchase of insurance fringe benefits. Prior to the renewal of the fringe benefit plan, the College shall solicit bids from alternate providers. The mandatory coverage's include the Long Term Disability insurance and fifty thousand dollars (\$50,000) of group term life insurance through the plan.
- 22.2** Each full-time faculty member will receive \$50,000 Basic Life Insurance and Long Term Disability paid from the fringe benefit account for 2005-2006. Only those faculty members who choose the college group health, dental and/or vision insurance will have access to the remainder of the fringe benefit account. Each faculty member will have an equal amount (the cost of Single Medical Plan 2 (\$250 deductible), Single Dental Plan 2 and/or Single Vision Plan 1) applied to the cost of their medical, dental and/or vision premiums. If the faculty member chooses a plan that costs less than the cost of the above named plans, that difference will stay in the fringe benefit account. If the faculty member chooses to purchase a plan that costs more than the above named plans, that difference will be taken out of the employee's pay. Faculty members that have less than a 100% contract will have the above benefits pro-rated.
- 22.3** Employees may supplement those coverage's with other allowable additional items, which are eligible for salary reduction treatment under IRS tax code, Administrative Rules and Guidelines.
- 22.4** The College is not required to provide any additional employee insurance coverage's in those situations when the respective individual insurance carrier will not accept the risk.
- 22.5** Insurance fringe benefits shall only be in effect when the correct enrollment and personnel procedures have been followed. In addition, no insurance coverage shall be effective in those cases, which require acceptance by the carrier until the carrier has granted approval of the coverage.
- 22.6** A continuing employee may only request a change in benefits to be effective July 1 of each year or as required by the specific insurance policy or necessitated by a change in the employee's marital or family status pertinent to the coverage.
- 22.7** The amount of the salary used to determine the long term disability insurance factor shall be the employee's annual salary as indicated in the employee's contract as of the first duty day of the employee's work year. In the case of new employees whose first duty day is other than that position's normal first duty day of the work year, then the employee's salary shall be equated to the position's normal full work year to determine the long-term disability factor. The long-term disability insurance factor shall be changed during the employee's present employment contract period only when the contract modifications amount to over two thousand dollars.
- 22.8** Coverage under this Article shall commence September 1, and continue through August 31, of the subsequent year. In the event an employee's contract is terminated and salary payments are discontinued, the insurance premiums paid by the Board shall also terminate as of the month in which the last salary payment is made, except that the Board shall pay an additional month's premium at the applicable rate for an employee who is terminated because of staff reduction.
- 22.9** The College shall obtain coverage for an employee per carrier procedures and specifications. The eligibility requirement allows for coverage to be effective on the first contract day of employment.
- 22.10** The College shall provide each employee with a description of the insurance coverage's available through the fringe benefit plan upon employment by the College, and for any changes in coverage.

## **22. FRINGE BENEFITS continued**

**22.11** In the event of a rate change in any of the coverage's offered by the fringe benefit plan during the course of the contract year, the employee's salary reduction agreement shall automatically be revised to reflect the new costs of selected coverage.

**22.12** Any employee covered by this Agreement shall be eligible to request family tuition reimbursement from Southeastern Community College provided that:

1. The employee is employed by Southeastern Community College on a regular continuing contract both at the beginning and the end of the term for which the dependent tuition reimbursement is requested.
2. Immediate family is a spouse, child, and/or stepchild and is a dependent who is claimed on the employee's most recent annual federal tax return.
3. The reimbursement is requested for tuition for credit courses taken from Southeastern Community College. Course services contracted or provided through a third party are excluded from reimbursement (Carl Sandburg, Iowa Wesleyan College, Cosmetology, Internet courses not taught by SCC faculty, etc.).
4. The dependent completes all requirements of each course and earns a grade of C- or higher.
5. The employee/dependent did not receive tuition reimbursement from any other source.
6. All financial obligations to the college have been satisfied.
7. The request for tuition reimbursement is filed on the appropriate form and accompanied by proper documentation
8. The request for tuition reimbursement per dependent shall be limited to a maximum of 70 credit hours. Extenuating circumstances may be appealed to the Director of Human Resources for waiver of the 70 credit hours limit.

## 23. WAGES AND SALARIES

### 23.1 Basic Faculty Salary Schedule

#### A. Base Salary

EXPERIENCE STEPS	A 1-14 SEM HOURS AND/OR P.T.C. UNITS	B 15-29 SEM HOURS AND/OR P.T.C. UNITS	C 30-44 SEM HOURS AND/OR P.T.C. UNITS	D 45 AND ABOVE SEM HOURS AND/OR P.T.C. UNITS
1-5	21,600.00	21,972.00	22,344.00	22,716.00

#### B. Degree Level Compensation

A.D. & D.T.P.	B.D.	M.D.	E.S.D.	D.D.
\$1,299.00	\$2,599.00	\$3,341.00	\$4,084.00	\$4,826.00

#### C. Salary Augmentation

Each full-time unit faculty member shall receive \$21,595.00 added to the salary derived from the salary schedule for FY06. Part-time faculty shall receive a percentage of this amount equal to their percentage of contract.

A total package increase of 4.30% for FY06, 4.50% for FY07 and 4.70% for FY08. The SCCHEA reserves the practice of determining the distribution of the total package. Any legislative appropriations specified for teacher salary improvement shall be in addition to this settlement agreement.

- 23.2** Any portion of the schedule or guidelines which refers to college credit or educational degrees shall be interpreted as credit or degrees earned from an educational institution accredited by a regional accrediting association or recognized and approved by the Department of Education or some other appropriate agency of the state in which the institution is located, unless an exception is so specified in the schedule or guidelines.



## **23. WAGES AND SALARIES continued**

### **23.3 Schedule Advancement and Limitations on Same**

#### **(1) Step Advancement**

One (1) step advancement of \$680.00 will be given to each full-time or regular part-time salaried employee for each full year or major portion thereof (more than 50%) of satisfactory service at the institution.

Step advancements are not automatic but must be earned by satisfactory performance the previous year. An administrative determination of unsatisfactory performance including a recommendation to deny step advancement shall be made to the Board. Such information also shall be supplied in writing to the individual or the Association or both in advance of such Board action. The Board shall not withhold step advancement for other than just cause. All such Board action to deny step advancement will be followed by an administratively developed performance improvement plan for the affected individual employee which outlines mutually agreed to performance objectives for the following year.

In the case of administrative recommendations based on three (3) consecutive years of outstanding performance, the Board may advance an employee one (1) additional increment. Such advancement may be made to the same employee more than once, but each such advancement must be supported by a different three (3) consecutive years of outstanding service performed after the 1975-76 contract year.

Step advancements will be made once each year at the beginning of the Fall Semester.

#### **(2) Class Advancement**

Class advancement in the amount of \$372.00 will be awarded only at the beginning of the Fall Semester. Applications requesting said advancement must be properly filed no later than September tenth (10th) of the year covered by this agreement.

Said class advancement will be awarded upon request by the employee through established procedures, for each full segment of fifteen (15) non-P.I.C. semester hours of college credit and/or P.I.C. units earned and validated by September tenth (10th) of the period covered by this agreement. Applicable P.I.C. units may either be approved college credit or units awarded under one of the non-traditional options.

Any P.I.C. units, calculated to the nearest one-tenth, remaining after the establishment of class placement (up to a maximum total of eighty (80) P.I.C. units per employee per degree level) will be compensated for at the rate of twelve dollars and 38/100 (\$12.38) per unit, prorated to the nearest one-tenth per year until such time as they are utilized for either further class or degree advancement.

The class advancement process starts anew each time a validated higher degree level is claimed by an employee for degree compensation advancement, with all remaining non-P.I.C. semester hours of college credit and/or P.I.C. units (unapplied in the degree advancement process) being applied to a new class assignment and/or P.I.C. unit compensation.

The number of semester hours of credit being transferred from non-P.I.C. and/or P.I.C. units for degree advancement will be determined by the institution issuing the degree.

## **23. WAGES AND SALARIES continued**

### **(3) Degree Level Advancement**

Changes in degree level will be made only once during the life of this contract, said changes being made upon proper application filed with the President or his designee by September tenth (10th) of the period covered by this agreement.

College credits and/or P.I.C. units used in earning a higher degree level may not be used again for class advancement of P.I.C. unit compensation, nor will the P.I.C. units be counted against the maximum allowable limits of eighty (80) P.I.C. units at the newly established degree level.

### **(4) Professional Improvement Credit Advancement**

Salary adjustments resulting from satisfactory completion of P.I.C. units will again be made only once each year and again will be based on earned units properly validated by September tenth (10th) of the period covered by this agreement.

## **23.4 Individual Salary Calculation**

The total annual contracted salary for an individual employee will be determined by totaling the correctly calculated amounts as established by these guidelines for each of the following factors:

- (1) Base Salary / Class Column Advancement
- (2) Step Advancement
- (3) Degree Level Compensation
- (4) Professional Improvement Credit
- (5) Salary Augmentation
- (6) Extended time (as computed in the extended time wage article)
- (7) Overtime/Overload

The amounts so derived for each factor will constitute the total contracted salary for each employee.

Per Diem rate is defined as the total of items 1 through 4 divided by the number of days on which the salary schedule is premised.

## **23.5 Method of Payment**

### **(1) Pay Periods**

Each employee shall be paid semimonthly in equal installments on the fifteenth (15th) and the last faculty duty day of each month. Employees shall receive their checks at their assigned-campus unless the employee requests in writing the paycheck be mailed to a given address except late starting employees shall have semimonthly installments prorated for the employment contract duration. Employees are eligible to participate in the College's direct bank deposit system by filing an appropriate authorization form with the Business Office.

### **(2) Exceptions**

When a pay date falls on a non-faculty duty day, employees shall receive their paychecks on the last previous faculty duty day.

- (3) Summer checks, other than for summer employees, shall be mailed to the address designated by the employee if the employee so requests in writing.

## **23. WAGES AND SALARIES continued**

### **23.6 Newly Employed Personnel Salary Calculation**

Any employee not under a full-time or regular part-time salaried contract for the year previous to the year covered by this agreement shall be placed on the salary schedule as indicated.

- (1) Degree level compensation shall be determined by the highest degree possessed by the new-hire at the time of contract issuance.
- (2) Step placement shall be made by the Director for Human Resources after an assessment of length and appropriateness of teaching experience and/or work experience related to the employee's assignment at the time the contract is issued with a maximum step advancement of 10. The teaching or work experience to be applicable must be directly related to the employee's assignment, must have been full time and have covered at least a nine-month duration. However, initial placement shall include assignment related experience gained as a result of a regular part-time employment of at least a nine month duration but will not be considered on a pro rata basis.

Unlimited step placement may be made by the College President after a review with the SCCHEA President, SCCHEA Vice President and the Director for Human Resources if the following determinations have been made by the administration:

- (A) A survey of educational institutions and when appropriate, business and industrial concerns produces valid evidence that the standard salary/wage scale in effect at the College is quite obviously deficient to meet the demand of qualified candidates for the position.
  - (B) The usual employment procedure has been followed and the failure to fill a vacancy is obviously traceable to an inadequate salary/wage structure.
- (3) Class assignment shall be based on the number of semester hours of earned college credit for a non-degree person or the number of semester hours of earned college credit earned subsequent to the highest degree awarded at the time the contract is issued. Additional semester credit hours earned between the issuance of the contract and the September tenth (10th) of the period covered by this agreement will also be applied if properly verified by that date.
  - (4) Validation of information upon which salaries are based will be as follows:
    - (A) In the case of college credits and/or highest earned degree, the employee will present official transcripts indicating same to the Director for Human Resources.
    - (B) In the case of teaching and/or work experience, the Director for Human Resources will verify to his/her satisfaction the type of experience and length of time engaged in each such experience.
    - (C) College credit or degrees must have been earned from an educational institution accredited by a regional accrediting association or approved by the Department of Education or some other appropriate approving agency of the state in which the institution is located.

## **23. WAGES AND SALARIES continued**

### **23.7 Professional Improvement Credit Plan Guidelines**

#### **(1) Purpose**

- (A)** To improve the performance qualifications of professional personnel employed at Southeastern Community College.
- (B)** To recognize the efforts and expense incurred by Southeastern Community College professional employees in their pursuit of approved endeavors toward the improvement of performance of any employee in his/her present assignment or an administrative anticipated future assignment.

#### **(2) Available options for earning professional improvement credits. (All such credits must be processed in accord with procedural steps outlined in these guidelines.)**

- (A)** Formal (traditional) education resulting in the granting of college credit by an institution possessing regional accreditation and/or approval by the state agency under whose jurisdiction it rightfully falls.

Course work or subject matter in order to be accepted under the P.I.C. plan, said credits must be classified by the granting institution at or above the appropriate level (junior college, senior college, or graduate) to meet educational advancement needs of the involved professional employee, and must also meet one or more of the following criteria:

1. Subject matter must be relevant to the assigned teaching or service area.
2. Subject matter must be relevant to an administratively anticipated assigned teaching or service area.
3. Subject matter must be relevant to general education or to methods and techniques to be used in the assigned teaching or service area.
4. Subject matter must be needed by the individual to meet or improve certification and/or approval status.

#### **Ratio of Application**

One P.I.C. will be granted for each semester hour of academic credit so earned and properly processed. P.I.C.'s granted as a result of the conversion of quarter credit hours to semester credit hours will be granted to the nearest one-tenth.

- (B)** Informal (non-traditional) and non-college bearing education, the validity and worth of all such educational activities, as well as the capabilities of the sponsoring institution or agency, will be established by the P.I.C. administrative committee before granting initial approval of a proposal.

#### **Course work Or Subject Matter**

In order to be acceptable under the P.I.C. plan, the subject matter covered in such activities must meet one or more of the following criteria:

1. Subject matter must be relevant to the assigned teaching or service area.
2. Subject matter must be relevant to an administratively anticipated assigned teaching or service area.
3. Subject matter must be relevant to methods and techniques to be used in the assigned teaching or service area.
4. Subject matter must be needed by the individual to meet or improve certification and/or approval status.

## 23. WAGES AND SALARIES continued

### Ratio of Application

The formula applied to this type of educational experience to determine the number of P.I.C.'s so earned during each such activity will be:

$$\frac{\text{Approved Clock Hours of Involvement}}{20} = \text{P.I.C.'s (to the nearest one-tenth)}$$

P.I.C.'s will be granted only once for a particular informal educational experience or one of a similar nature regardless of repeated attendance.

### (C) **Practical Work Experience**

The validity and worth of all such work experience, as well as the capabilities of the employer to provide the extent and type of experience needed by the employee to update and expand his knowledge for the purpose of improving his instructional or service capabilities, will be established by the P.I.C. administrative committee before granting initial approval of the proposal.

### Work Experience Area

To be acceptable, job placement must be in a business, industry, or institution owned and/or managed by someone other than the employee or the members of his/her immediate family (father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son, daughter, grandfather and grandmother). In order to be acceptable under the P.I.C. plan, the work experience must be deemed of such a nature as to meet one or more of the following criteria:

1. Work experience will result in knowledge of the operation and use of more recently developed equipment and/or processes relevant to instructional areas being covered in an assigned teaching or service area than the equipment or processes presently being used in said instructional or service area.
2. Work experience will result in knowledge of the operation and use of more recently developed equipment and/or processes relevant to instructional areas to be covered in an administratively anticipated teaching or service assignment than the equipment or processes presently being used in said instructional or service area.
3. Work experience will result in a greater understanding of the nature and scope of the many practical applications of knowledge and skills taught in an assigned teaching or service area, thus adding purpose and meaning to both the instructional and learning process.

### Ratio of Application

The formula applied to this type of educational experience for determining the number of P.I.C.'s so earned during each such job assignment will be:

$$\frac{\text{Approved Clock Hours of Employment}}{40} = \text{P.I.C.'s (to the nearest one-tenth)}$$

## 23. WAGES AND SALARIES continued

### (D) Non-S.C.C. Teaching or Professional Service Experience

1. P.I.C.'s may be earned for teaching or professional services performed on a post-secondary campus other than an S.C.C. campus for another post-secondary educational institution accredited or approved by a regional accrediting agency and/or the state agency under which the institution operates, if such experience is deemed by the committee to be of value to S.C.C., is approved in advance by the P.I.C. administrative committee, and so long as said experience does not constitute part of the employee's college employment contract responsibilities.

#### Teaching or Service Area

Said experience may be in any instructional or service area regardless of the teaching or service area of the individual's assignment at Southeastern Community College, so long as said experience is on a post-secondary campus other than an S.C.C. campus.

#### Ratio of Application

- a. One P.I.C. for each week of full-time instructional and/or professional service.
- b. If less than a full-time assignment, the following formula will be used to determine the number of P.I.C.'s so earned.

Percent of full-time assignment x weeks of assignment = P.I.C.'s (to the nearest one-tenth).

2. P.I.C.'s may be earned for teaching or professional services performed on an S.C.C. campus for another post-secondary educational institution accredited or approved by a regional accrediting agency and/or the state agency under which the institution operates, if such experience is deemed by the committee to be of value to S.C.C., is approved in advance by the P.I.C. administrative committee, and so long as said experience does not constitute part of the employee's college contract responsibilities.

#### Teaching or Service Area

Said experience may be in any instructional or service area regardless of the teaching or service area of the individual's assignment at Southeastern Community College.

#### Ratio of Application

- a. Three-fourths P.I.C. for each week of full-time instructional and/or professional service.
- b. If less than a full-time assignment, the following formula will be used to determine the number of P.I.C.'s so earned.

(Percent of full-time assignment x weeks of assignment) multiplied by .75 = P.I.C.'s (to the nearest one-tenth).

## 23. WAGES AND SALARIES continued

### (E) Special Projects

Carefully developed special projects designed to improve the teaching or service performance of an employee may be submitted for consideration by the P.I.C. administrative committee. Said projects, if approved, will be conducted under the supervision of the Dean/Director or his/her designee.

#### Teaching or Service Area

1. Any such special project must be of such nature as to produce improvement in one's capabilities to perform in his present assignment, or
2. To produce improvement in one's capabilities to perform in an administratively anticipated assignment.

#### Ratio of Application

The formula used to determine the number of P.I.C.'s to be granted for each such project will be as follows:

$$\frac{\text{Anticipated Hours Of Actual Project Work}}{50} = \text{P.I.C.'s (to the nearest one-tenth)}$$

P.I.C.'s may not be granted for any portion of a special project, which can realistically be considered as a duty or responsibility to be conducted as a part of one's contracted assignment.

Planning, conferences with supervisor, travel, preparatory, and proposal development time will not be included as actual project work in the above formula.

### (3) General P.I.C. Restrictions

Professional improvement credits may be earned by Professional personnel only while they are under a full-time or regular part-time salaried contract with Southeastern Community College and/or while under an approved Extended Professional Leave of Absence, 14.1 Without Pay; Discretionary Leave or Good Cause Leave Of Absence. Under special circumstances, the Chairperson may grant special leave, with or without pay, for the purpose of taking advantage of professional improvement opportunities.

Work done toward P.I.C.'s will not in any way conflict with the contracted for performance, assignment, or duties of a Southeastern Community College employee. (New Teacher Workshops are not eligible for participation under the P.I.C. plan.)

Southeastern Community College will supply no materials or make any reimbursements toward expenses involved in the earning of P.I.C.'s nor will employees work on such projects during duty assignment hours. Expenses provided under the Professional Improvement Support Account are exceptions.

Any wages earned, grants received, fringe benefits derived, products produced, or other tangible gains legitimately enjoyed by an employee while involved in earning P.I.C.'s, may remain his sole possession.

## **23. WAGES AND SALARIES continued**

### **(4) General Procedures for Granting P.I.C.'s**

There shall be established a Professional Improvement Credit Administrative Committee composed of the Director for Human Resources (Chairman) and the Campus Deans (North & South), along with one (1) employee from each campus (North & South) of which at least one must instruct in the Arts & Sciences Division and at least one must instruct in the Career Education Division appointed by the Association President. This committee shall consider all such proposals as well as evaluate the results of all executed approved proposals. In giving these considerations, the committee will observe the established general guidelines initially developed on professional improvement credits. The committee is also empowered to develop more definitive statements relative to and within the limits prescribed in these general guidelines in order that uniformity in interpretation and practice will be assured. The members appointed by the Association President shall remain on the committee from year to year until the Association President makes a new appointment.

### **(5) Initial Consideration of Proposals**

All proposals to earn P.I.C.'s must be submitted to the committee chairperson by the employee on the prescribed form within at least five (5) college open office days prior to the proposed starting date of activities related to said proposal. The P.I.C. committee under unusual circumstances may waive this time limit.

At the discretion of the committee chairperson, the proposer and/or other resource personnel may be asked to be present when the proposal is being considered.

After a careful analysis of the proposal, the P.I.C. administrative committee will, by majority vote, take action as follows:

1. Grant initial approval of the proposal as presented.
2. Grant initial approval of the proposal contingent upon clearly outlined modifications and/or stipulations.
3. Reject proposal for clearly stipulated reasons.

Upon the initial approval of any proposal for the earning of P.I.C.'s, said proposal will be signed by both the employee and the Director for Human Resources and copies will be distributed to the employee, Director for Human Resources for placement in the employee's personnel file, and the P.I.C. committee file.

### **(6) Administrative Monitoring**

At the time of approval of any proposal, a P.I.C. administrative committee member will be assigned to periodically monitor (as deemed necessary) the progress of execution of said proposal.



## **23. WAGES AND SALARIES continued**

### **(7) Final Evaluation of Project**

Upon completion of a project, the involved employee will submit to the P.I.C. administrative committee, the previously agreed to information and materials (stipulated in the proposal) for review and evaluation.

Within twenty (20) college open office days of said submittal, the P.I.C. administrative committee will review the information and materials so submitted and evaluate same to determine the degree of compliance with objectives outlined in the approved proposal.

Upon completion of this evaluation process, the P.I.C. administrative committee will take one of the following actions:

1. Grant full credit for the project based upon satisfactory completion as outlined in the approved proposal.
2. Grant partial credit or no credit based on the degree of compliance with established objectives outlined in the approved project proposal and value of same toward improved instructional qualifications.

### **(8) Issuance of P.I.C. Certificates**

A report of any credits so granted by the P.I.C. committee will be submitted to the Director for Human Resources on the prescribed form, who will then issue a certificate of credit for same. The official certificate will be forwarded to the employee and a copy will go to the Director for Human Resources for inclusion in the personnel folder of said employee. The Director for Human Resources will maintain a current record of all professional improvement credits earned by each professional employee.

The maximum number of P.I.C. units which may be approved for a full-time employee during any one semester in which they are performing full-time contracted duties will be limited to seven (7). For regular part-time salaried employees, this limitation will be adjusted upward in direct proportion to their prorated assignment. No employee (full-time or regular part-time salaried) will be approved to undertake more than eighteen (18) P.I.C. units during a semester in which they are not performing contracted duties.

A maximum of twenty (20) units may be earned during any one year (September through August).

A total accumulation of eighty (80) P.I.C. units is the maximum allowable for any one individual at any particular time.

## **23.8 Salaries of Professional Service Employees covered Under This Agreement**

FY06:

Enrollment Specialist	\$34,218.00
Enrollment Specialist	\$34,218.00
Enrollment Specialist	\$37,762.00
Enrollment Specialist	\$42,571.00

## 24. SUPPLEMENTAL PAY

- 24.1** The compensation for each supplemental (i.e. non-primary assignment) position for which a continued assignment is approved by the Board of Trustees, unless these newly assigned positions are considered as included as part of the basic assignment and thus included in the basic wage in order to bring an employee up to a full load, shall be as follows:

### 24.2 Supplemental Pay Schedule

ASSIGNMENT	ESTABLISHED RANGES	PAY NORTH CAMPUS	PAY SOUTH CAMPUS
Activity Manager	612-836		
African-American Heritage	204-408		306
Agriculture Club	204-4,608		
Art Club	204-408	377	377
Art Consultant	204-408		
Auto Tech Club	204-408	306	
Baseball Coach	408-816	816	
Baseball Coach (Asst.)	408-816	726	
Basketball Coach	816-1,632	1,632	
Basketball Coach (Asst.)	408-816	816	
Business Club	204-408	306	306
Cheerleader Sponsor	204-408	408	
Computer Club	204-408	306	306
Criminal Justice Club	204-408	408	
Design Consultant	306-622		
Food Service Manager	714-938		
Golf Coach	204-408	408	
Hazardous Waste	816-1,224	1,000	
Human Services Club	204-408	306	
International Club Sponsor	204-408	306	
Intramurals	408-612	500	
Jr. Engineering Club Sponsor	204-408	300	
Machine Shop Club	204-408	306	
Medical Assistant Club	204-408	306	
Music Activities	816-1,224	816	816
Newspaper	408-612		612
Nursing Club Sponsor	204-408	408	408
O.E. Club	204-408		
OSHA Coordinator	306-612	306	
Phi Theta Kappa Club	204-408	306	
Philosophy Club	204-408		
Respiratory Therapy Club	204-408	306	
Retail Marketing Club	204-408		
Science Club	204-408		306
Soccer Club	204-408	306	
Social Science Club	204-408		
Softball Coach	408-816	816	
Speech & Drama	204-408		367
Student Senate	612-918	918	918
T & I Club	204-408		
Tennis Coach	204-408		
Ticket Manager	714-938	938	
Volleyball Coach	816-1,632	1,632	

## **24(A) STIPENDS**

### **24(A)(1) Mentoring Compensation**

Members of mentoring teams shall be compensated at the rate of \$100.00 for the first semester of mentoring a probationary faculty as defined in Article 6.1(2)(B) and \$50.00 for every semester thereafter.

### **24(A)(2) ICN Preparation**

An instructor adapting a course for offering on the ICN for the first time shall be compensated at a rate of \$250.00 per course providing the course is currently offered in the institutional catalog.

An instructor preparing a course for offering on the ICN for the first time shall be compensated at the rate of \$600.00 per course providing the course is not currently offered in the institutional catalog.

Full time SCC Faculty members shall have the "First Right of Refusal" to teach credit classes on the ICN.

### **24(A)(3) Internet**

#### **Development**

An instructor developing a course to be taught on the Internet will be compensated at the rate of \$533 per semester hour of credit.

Any faculty member who produces an online course will determine the extent of the ownership of that course by contractual agreement with SCC prior to the sale or use of the online course by SCC. Ownership will be based on whether it is 1) a work for hire, and the sole property of SCC, 2) ownership shared by SCC and the faculty member or a third party, or 3) sole ownership by the faculty member as the originator with claims to royalties, use, profits, and other rights.

Any contractual agreement between SCC and a faculty member for use of a copyright shall have a duration clause.

#### **Instruction**

An instructor teaching a course on the Internet for the first time shall be compensated at a rate of \$250.00 per course, providing the course is currently offered in the institutional catalog.

An instructor teaching a course on the Internet for the first time shall be compensated at the rate of \$600.00 per course providing the course is not currently offered in the institutional catalog.

Full time SCC Faculty members shall have the "First Right of Refusal" to teach credit classes on the Internet.

### **24(A)(4) Division Chairs**

Division Chairs, a maximum of 10, will receive a 20% reduction in load. If the division chair accepts the responsibility as an overload, the pay will be the equivalent of three (3) credit hours of overload pay. If a regular part-time faculty member accepts the position, there will not be a reduction in load, however, the faculty member would receive the pay equivalent to three (3) credit hours of overload pay.

Persons who assume Division Chair positions but subsequently vacate those positions for any reason will be restored to the tentative teaching assignment, which they held at the time of original selection as a Division Chair.

## **25. OVERLOAD PAY**

- 25.1** The college reserves the right to determine faculty assignment and workload. Determination of Load shall be compatible with the appropriate chapters/sections of the Code of Iowa and the Iowa Administrative Code.
- 25.2** Overload pay shall be paid to any instructor teaching college credit courses under the following conditions:
- (A) An arts and sciences instructor who has an assignment of more than 32 credits per year shall be paid at the rate of \$510 for all credit hours above the 32 credits per year.
  - (B) A career education instructor who has an assignment of more than 32 equivalent credit hours per year shall be paid at the rate of \$510 for all equivalent credit hours above the 32 equivalent credits per year. An equivalent credit hour load is based on lecture as 1:1 and lab as 1.8:1 for the purpose of determining overload pay.
  - (C) An instructor, who under the tentative teaching assignment, has at least an average term load of 14 credits per semester (arts and sciences) or 20 contact periods per week (career education) shall be paid at the rate of \$510 per credit (arts and sciences) or equivalent credit (career education) for any teaching load assigned beyond the tentative teaching assignment and outside a nine period continuous time span.
  - (D) An instructor, who under the tentative teaching assignment, has less than an average term load of 14 credits per semester (arts and sciences) or 20 contact periods per week (career education) and is therefore classified as a regular part-time salaried instructor shall be paid a prorated salary based on the salary of a full-time instructor. The regular part-time instructor shall be paid the equivalent salary of a full-time instructor when the teaching assignment creates an average term load of at least 14 credits per semester (arts and sciences) or 20 contact periods per week (career education).
  - (E) Payment to the instructor will be made in the spring semester once the calculation of overload pay is determined for the year.
- 25.3** Employees shall not be unilaterally assigned duty hours outside a nine contact period continuous time span during any school day or outside a five consecutive day school week under the tentative teaching assignment. However, employees may mutually agree with the Board for assignment outside of these limits in order to bring the employee load within the range of a full-time load. The nine contact period continuous time span shall include a one-hour meal break, and Saturdays and Sundays shall be excluded from the five consecutive day school week.
- 25.4** The load created by participation type courses where the course instructor is receiving supplemental pay as an activity sponsor, coach, etc. and the activity is related to the content of the participation course, shall not be considered when calculating overload.
- 25.5** A two (2) semester tentative assignment, when changed to include a full-time summer term assignment, will have the additional summer term assignment calculated under the Extended Time Wage Article and overload pay will only apply when the total assignment for the two (2) semester and a summer term load is in excess of 32 credits per year (arts and sciences) or 32 equivalent credit hours per year (career education). The overload will be paid as indicated in 25.2 A or B above.
- 25.6** A two (2) semester tentative assignment, when changed to include less than a full-time summer term assignment, will have the additional summer term assignment calculated under the Extended Time Wage Article and overload pay shall not apply.
- 25.7** Extended time wages do not apply to part-time hourly faculty in that part-time hourly faculty are not included in the Certified Bargaining Unit.
- 25.8** Instructors who participate in independent study projects or credit-by-arrangement shall be compensated at the rate of ½ of the tuition paid to the college by the student.

## **26. HOLIDAYS**

**26.1** The following days are unpaid holidays when employees shall not be expected to be on duty:

### **FY 2006**

July 4, 2005  
September 5, 2005  
November 23, 24 & 25, 2005  
December 23, 26, 27, 28, 29, 30, 2005  
March 13, 14, 15, 16 & 17, 2006  
May 29, 2006

**26.2** If duty is required on a designated holiday, the per diem rate shall be paid. Work shall be assigned on holidays only in case of emergency.

## **27. VACATIONS**

**27.1** The following days (in excess of holidays) are unpaid vacation days when employees shall not be expected to be on duty:

### **FY 2006**

December 20, 21, & 22, 2005  
January 2, 3 & 4, 2006

**27.2** Applicable to The Academic/Veterans Advisor/Placement Specialist, Academic and Minority Student Advisor/Placement Specialist, Academic Advisor, and Activities/Athletic Coordinator.

- (1) **Amount of vacation.** Any contracted employee who works a minimum contract year of at least 245 days will earn 15 paid vacation days on the completion of a year of service.
- (2) **Vacation scheduling.** Vacations will be scheduled at a time that will not adversely affect assigned duties or work schedules. Vacation leave must be requested two (2) days in advance, and is subject to the approval of the employee's immediate supervisor, and/or division or his/her designee.
- (3) **Accumulation.** Vacation days, which have been earned but not used, may be carried over and accumulated to a maximum accumulation of thirty (30) days.

## 28. EXTENDED TIME WAGES

**28.1** Employees shall be additionally compensated for assignments beyond the number of duty days upon which the salary schedule is premised by using one of the following applicable methods:

- (1) Extended time wages for instructional employees whose extended time assignment constitutes a full-time load will be based on the following formula:

Per Diem rate x # of duty days of extended time assignment = Extended Time Wage.

- (2) Extended time wages for instructional employees whose extended time assignment constitutes less than a full-time load will be based on the following formula:

\*Salary x            Extended Time Load            = Extended Time Wage  
Schedule            Applicable Maximum Load Upon  
Wage                Which Salary Schedule Is Premised

- (3) Extended time wages for counseling, learning resources of I.L.C. employees whose extended time assignment constitutes a full-time load will be based on the following formula:

Per Diem rate x # of duty days of extended assignment = Extended Time Wage

- (4) Extended time wages for counseling, learning resources or I.L.C. employees whose extended time assignment constitutes less than a full-time load will be based on the following formula:

\*Salary x            Extended Time Load            = Extended Time Wage  
Schedule            Applicable Maximum Load Upon  
Wage                Which Salary Schedule Is Premised

\*The salary schedule wage is calculated by using items 1 through 5 under the Salary Article section Individual Salary Calculations.

**28.2** Methods described in (1) and (2) above apply only to the primary (mandatory under the program curriculum and scheduled by the supervising Dean/Director) course offerings of career education programs that have a two- (2) semester and a summer term curriculum operation per school year. Overload compensation will not be paid under an extended time assignment unless overload compensation is applicable under the Overload Article of this agreement.

**28.3** Methods described in (3) and (4) above apply only to an employee assigned to the same position (job classification) as that assigned during the two (2) semester assignment. Overtime compensation will not be paid under an extended time assignment unless overtime compensation is applicable under the Overtime Article of this agreement.

**28.4** Extended time wages do not apply to part-time hourly faculty in that part-time hourly faculty are not included in the certified bargaining unit.

## **29. OVERTIME PAY**

**29.1** The computation of overtime as set forth below applies to employees whose workloads are measured on an hourly time span.

- (1) The Board shall have the right to assign hours of duty to these employees.
- (2) The employee shall be paid \$19.09 for each hour assigned and worked over 37.5 hours in any week period for employees under a 186 day base year assignment or over 41.25 hours in any week period for employees under a 170 day base year assignment. However, compensatory time may be mutually agreed to in lieu of overtime compensation.
- (3) Employees shall not be unilaterally assigned duty hours:
  - (A) Outside a nine-hour continuous time span for employees under a 186-day base year assignment or outside a nine (9) contact period continuous time span for employees under a 170-day base year assignment.
  - (B) On Saturday and/or Sunday.

## **30. SEPARABILITY**

**30.1** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. The remaining provisions and applications shall remain in full force and effect. The Board agrees to give notice and opportunity for bargaining to the Association before the Board institutes a replacement provision or application. In the event the Association disagrees with the replacement provision or application after written notification of implementation by the Board, a grievance may be filed at Level Four, Part B, of the grievance procedure of this agreement. Negotiations shall be limited to the subject of the illegal provision or application.

## **31. NOTICE AND SERVICE**

**31.1** All formal notices under this Agreement, unless elsewhere specified, shall be in writing and shall be served by restricted certified mail, return receipt requested. Refusal of service of restricted certified mail shall be considered service. Time periods shall commence from the date of receipt of the notice. Either party may, at any time, execute and deliver an acceptance of service in lieu of mailed notice.

**31.2** Notice shall be given to the Association as follows:

Southeastern Community College  
Higher Education Association President  
c/o Southeastern Community College  
(appropriate campus and address)

**31.3** Notice shall be given to the Board as follows:

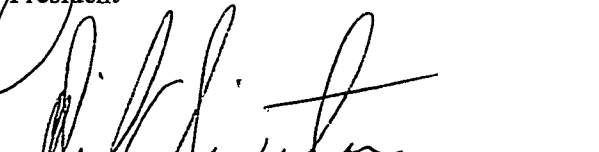
Board Secretary  
Southeastern Community College  
1500 West Agency Road  
P.O. Box 180  
West Burlington, Iowa 52655-0180


## 32. DURATION

**32.1** This Agreement shall be in effect as of July 1, 2005, and shall continue in effect until June 30, 2008. This agreement constitutes the entire agreement between the parties hereto, and any modifications of this agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement, neither party hereto shall have any duty or obligation to bargain with respect to any changes, modifications, or additions to the agreement during its life. In the event of a conflict between this clause and the separability clause, the separability clause shall be controlling.


SOUTHEASTERN COMMUNITY COLLEGE


  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Date

SOUTHEASTERN COMMUNITY COLLEGE  
HIGHER EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Date



# APPENDIX A

GEN-116-376 (REV.992)

## GRIEVANCE FORM (For Use in Levels II, III, IV)

Name of Grievant \_\_\_\_\_

Date \_\_\_\_\_

TYPE OF GRIEVANCE ( CHECK ONE)

\_\_\_\_\_ Individual

\_\_\_\_\_ Group

\_\_\_\_\_ Association

### GRIEVANCE INFORMATION:

Date and Time of Occurrence of Grievance Situation: \_\_\_\_\_

A.M.

P.M.

Section(s) of Agreement Violated: \_\_\_\_\_

Statement of Grievance Facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use attachment if space inadequate)

### ACTION SOUGHT:

(Use attachment if space inadequate)

Signature of Grievant \_\_\_\_\_

Date \_\_\_\_\_

Association Representative \_\_\_\_\_

Date \_\_\_\_\_

### LEVEL I IMMEDIATE SUPERVISOR

Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_

Note: After signing, Supervisor removes Pink & Goldenrod copies. Send Goldenrod copy to Director for Human Resources. The Association keeps White, Green, and Canary copies

### LEVEL II VP/DEAN/DIRECTOR

Dean/Director Signature \_\_\_\_\_

Date \_\_\_\_\_

Note: After signing, Dean/Director removes Pink & Goldenrod copies. Send Goldenrod copy to Director for Human Resources. The Association keeps White, Green, and Canary copies.

### LEVEL III - USE FOR APPEAL OF LEVEL II DECISION:

The following request the above grievance to be processed through Level III:

Signature of Grievant \_\_\_\_\_

Date \_\_\_\_\_

Association Representative \_\_\_\_\_

Date \_\_\_\_\_

Received Level III request: \_\_\_\_\_

Director for Human Resources \_\_\_\_\_

Date \_\_\_\_\_

Note: After signing, the Director for Human Resources removes the Canary copy. The Association keeps White and Green copies.

### LEVEL IV - USE FOR APPEAL OF LEVEL III DECISION TO ARBITRATION:

The following request the above grievance to be processed through Level IV - Arbitration:

Association Representative \_\_\_\_\_

Date \_\_\_\_\_

Employee Signature when original employee  
grievance only \_\_\_\_\_

Date \_\_\_\_\_

Received Level IV request: \_\_\_\_\_

Director for Human Resources \_\_\_\_\_

Date \_\_\_\_\_

Note: After signing, the Director for Human Resources removes the Green copy. The Association keeps the White copy.

**SOUTHEASTERN COMMUNITY COLLEGE**  
**PAYROLL DEDUCTION AUTHORIZATION FOR ASSOCIATION DUES**

TO: Vice President for Administrative Services

I hereby request and authorize the Board of Trustees of Southeastern Community College as my remitting agent to deduct the following Association Membership Dues from my earnings each month. It is understood that the total yearly membership dues deduction will be divided into twenty-four (24) equal installments, with the first deduction on the October payroll and the last deduction on the following September payroll. Upon leaving the College's employment, I understand that I may terminate the dues check off pursuant the Iowa Code Section 20.9. A mid-contract enrollee will have the allocable dues spread over the remaining pay periods of their contract. I understand that this payroll deduction authorization will continue in effect unless terminated by giving thirty (30) days written notice to the Vice President for Administrative Services

The total dues membership deduction amount is \$\_\_\_\_\_. This amount may be revised upon notice by the Association to the Vice President of Administrative Services of a membership dues change.

It is further understood that Southeastern Community College does not assume any responsibility for the accuracy of the amounts shown for dues as outlined above. Request must be submitted on or before October 15 of any college year, with the exception of a mid-contract enrollee.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

Instructions: Forward completed form to Business Office. Receipt will be noted and copies will be distributed as follows:

WHITE	Vice President for Administrative Services
CANARY	Employee
PINK	SCCHEA President